Kluane First Nation

Self-Government Agreement

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The Kluane First Nation Self-Government Agreement

Among

Kluane First Nation

and

Her Majesty the Queen in Right of Canada

and

The Government of the Yukon

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Entente sur l'autonomie gouvernementale
de la Première nation de Kluane

This Agreement made this 18th day of October, 2003.

AMONG:

Kluane First Nation as represented by the Chief and Council (hereinafter referred to as "Kluane First Nation")

AND:

Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as "Canada")

AND:

The Government of the Yukon as represented by the Government Leader of the Yukon (hereinafter referred to as "the Yukon")

being the Parties (collectively referred to as "the Parties") to this Kluane First Nation Self-Government Agreement (hereinafter referred to as "this Agreement").

WHEREAS:

Kluane People have traditional decision-making bodies and practices, based on a moiety system, and wish to maintain those bodies and practices, integrated with a contemporary form of government;

the Parties have negotiated the Kluane First Nation Final Agreement, securing the rights and benefits therein;

Kluane First Nation and its Citizens assert, subject to Settlement Agreements, continuing aboriginal rights, titles and interests;

the Parties wish to achieve certainty with respect to the relationship between Kluane First Nation and Government;

the Parties wish to achieve certainty with respect to jurisdiction over land and other resources within the Traditional Territory of Kluane First Nation;

the Parties wish to provide for the effective management, administration and exercise of the rights and benefits of the Kluane People and Kluane First Nation which are secured by the Kluane First Nation Final Agreement;

the Parties recognize and wish to protect a way of life that is based on an economic and spiritual relationship between Kluane First Nation and the land; and

Kluane First Nation, Canada and the Yukon have authorized their representatives to sign this Kluane First Nation Self-Government Agreement;

NOW THEREFORE,

in accordance with Chapter 24 of the Kluane First Nation Final Agreement, and in consideration of the terms, exchange of promises, conditions, and provisos contained herein, the Parties agree to the following:

Signed at Burwash Landing, Yukon, this 18th day of October, 2003.

Kluane First Nation:

Robert Dickson, Chief

Donalda Easterson

Dave Joe

Monique Martin

Janice Dubois

Simon Johnsøn

Derek Johnson

Shawn Allen

Signed at Burwash Landing, Yukon, this 18th day of October, 2003.

Her Majesty the Queen in Right of Canada:

The Honourable Robert D. Nault
Minister of Indian Affairs
and Northern Development

Witnesses:

Larry Bagnell

Philip Gibson

Signed at Burwash Landing, Yukon, this 18th day of October, 2003.

The Government of the Yukon:

The Honourable Dennis Fentie
Government Leader of the Yukon

Witnesses:

Ron Sumanik

Réjean Babineau

Kluane First Nation Elder's Council Witnesses

this mark was made by Jessie Joe

Dorothy Johnson

Agnes Johnson

Mark Jaque

Joseph Johnson

Dennis Dickson

Alexander R Dickson

Judy Mary E. Joe MacLeod

TABLE OF CONTENTS

PART I

GENERAL

1.0	Definitions	1
2.0	Principles	3
3.0	General Provisions	3
4.0	Ratification	4
5.0	Self-Government Legislation	4
6.0	Amendment And Review	5
7.0	Remedies	6
8.0	Interpretation And Application Of Law	6

PART II

KLUANE FIRST NATION

9.0	Legal Status Of Kluane First Nation	9
10.0	Kluane First Nation Constitution	9
11.0	Transitional Provisions	10
12.0	Delegation	10

PART III

KLUANE FIRST NATION LEGISLATION

13.0	Legislative Powers		13
	13.4.0	Emergency Powers	16
	13.5.0	Laws of General Application	16
	13.6.0	Administration of Justice	17

14.0	Taxation	19
15.0	Taxation Status	22

PART IV

KLUANE FIRST NATION PROGRAMS AND SERVICES

16.0	Self-Government Financial Transfer Agreement	25
17.0	Programs And Services	28
18.0	Government Of The Yukon Financial Contributions	29
19.0	Kluane First Nation Revenue	30
20.0	Laws Of Canada And The Yukon	30
21.0	Public Register Of Laws And Notification Provisions	30
22.0	Financial Accountability	31
23.0	Implementation	31
24.0	Dispute Resolution	31
25.0	Compatible Land Use	32
26.0	Local Service Agreements	33
27.0	Regional Or District Structures	34
28.0	Community Lands	35
29.0	Regime For The Ownership, Management And Administration Of Burwash Landing Reserve No. 1 As A Reserve Retained Under 4.1.1.1 Of The Final Agreement	35
30.0	Regime For The Ownership, Management And Administration Of Land Which Becomes A Reserve Retained Pursuant To 4.3.6.1 Of The Final Agreement	37

APPENDIX A 39

APPENDIX B Part 1 41

Part 2 42

Map 43

SCHEDULE A RATIFICATION OF THE KLUANE FIRST NATION SELF-GOVERNMENT AGREEMENT

1.0 Definitions 45

2.0 General 45

3.0 Information Campaign 46

4.0 Voting Process 46

5.0 Ratification Of This Agreement By Kluane First Nation 46

6.0 Ratification Of This Agreement By Government 48

7.0 Signing Of This Agreement 48

PART I

GENERAL

1.0 DEFINITIONS

1.1 In this Agreement:

"Act" includes ordinance;

"Chief" has the same meaning as in the Constitution;

"Citizen" means a citizen of Kluane First Nation as determined pursuant to the Constitution;

"Constitution" means the constitution of Kluane First Nation, in effect on the Effective Date, as amended from time to time;

"Consult" or "Consultation" means to provide,

(a) to the party to be consulted, notice of a matter to be decided in sufficient form and detail to allow that party to prepare its views on the matter,

(b) a reasonable period of time in which the party to be consulted may prepare its views on the matter, and an opportunity to present such views to the party obliged to consult, and

(c) full and fair consideration by the party obliged to consult of any views presented;

"Council" has the same meaning as in the Constitution;

"Council for Yukon Indians" includes any successor to the Council for Yukon Indians and, in the absence of a successor, the Yukon First Nations;

"Effective Date" means the date on which this Agreement is brought into effect by Self-Government Legislation;

"Emergency" includes apprehended, imminent or actual danger to life, health, safety, or the environment;

"Final Agreement" means the Kluane First Nation Final Agreement among Her Majesty the Queen in Right of Canada, the Government of the Yukon and Kluane First Nation brought into effect pursuant to Settlement Legislation, and includes any amendments made to it from time to time in accordance with its provisions;

"General Assembly" has the same meaning as in the Constitution;

"Government" means Canada or the Yukon, or both, depending upon which government or governments have responsibility, from time to time, for the matter in question;

"Kluane People" has the same meaning as in the Final Agreement;

"Law" includes common law;

"Laws of General Application" means laws of general application as defined by common law, but does not include laws enacted by Kluane First Nation;

"Legislation" includes Acts, Regulations, orders-in-council and bylaws;

"Minister" means the Minister or Ministers of Government charged by Legislation with the responsibility, from time to time, for the exercise of powers in relation to the matter in question,

"Non-Settlement Land" has the same meaning as in the Final Agreement;

"Property Taxes" has the same meaning as in the Final Agreement;

"Regulation" includes a regulation or any instrument made in the execution of a power or authority conferred by an Act, but does not include laws enacted by Kluane First Nation;

"Self-Government Legislation" means the Legislation which brings this Agreement into effect;

"Settlement Agreement" has the same meaning as in the Final Agreement;

"Settlement Corporation" means a corporation as described in 20.4.2 of the Final Agreement, created by Kluane First Nation alone or together with one or more Yukon First Nations;

"Settlement Land" means those lands identified in the Final Agreement as Settlement Land for Kluane First Nation;

"Settlement Legislation" has the same meaning as in the Final Agreement;

"Traditional Territory" means the geographic area within the Yukon identified as the Traditional Territory of Kluane First Nation on the maps referred to in 2.9.0 of the Final Agreement;

"Umbrella Final Agreement" means the Umbrella Final Agreement signed on May 29, 1993 by representatives of the Council for Yukon Indians, Her Majesty the Queen in right of Canada and the Government of the Yukon, and includes any amendments made to it from time to time in accordance with its provisions;

"Yukon First Nation" means one of the following,

Carcross/Tagish First Nation,
Champagne and Aishihik First Nations,
Kluane First Nation,
Kwanlin Dun First Nation,
Liard First Nation,
Little Salmon/Carmacks First Nation,
First Nation of Nacho Nyak Dun,
Ross River Dena Council,
Selkirk First Nation,
Ta'an Kwach'an Council,
Teslin Tlingit Council,
Tr'ondëk Hwëch'in, formerly known as Dawson First Nation,
Vuntut Gwitchin First Nation, or
White River First Nation;

"Yukon First Nations" means all of the Yukon First Nations defined as a Yukon First Nation;

"Yukon Indian People" has the same meaning as in the Final Agreement; and

"Yukon Law of General Application" means a Law of General Application enacted pursuant to the Yukon Act (Canada).

2.0 PRINCIPLES

2.1 Kluane First Nation has traditional decision-making bodies and practices and desires to integrate those bodies and practices with a contemporary form of government.

2.2 The Parties are committed to promoting opportunities for the well-being of Citizens equal to those of other Canadians and to providing essential public services of reasonable quality to all Citizens.

3.0 GENERAL PROVISIONS

3.1 This Agreement shall not affect any aboriginal claim, right, title or interest of Kluane First Nation or of its Citizens.

3.2 This Agreement shall not affect the identity of Citizens as aboriginal people of Canada.

3.3 This Agreement shall not affect the ability of the aboriginal people of Kluane First Nation to exercise, or benefit from, any existing or future constitutional rights for aboriginal people that may be applicable to them.

3.4 Unless otherwise provided pursuant to this Agreement or in a law enacted by Kluane First Nation, this Agreement shall not affect the ability of Citizens to participate in and benefit from Government programs for status Indians, non-status Indians or native people, as the case may be. Benefits under such programs shall be determined by the general criteria for such programs established from time to time.

3.5 Except for the purpose of determining which Citizens are "Indians", the Indian Act (Canada) does not apply to Citizens, Kluane First Nation or Settlement Land.

3.6 This Agreement shall not:

3.6.1 affect the rights of Citizens as Canadian citizens; and

3.6.2 unless otherwise provided pursuant to this Agreement or in a law enacted by Kluane First Nation, affect the entitlement of Citizens to all of the benefits, services, and protections of other Canadian citizens applicable from time to time.

3.7 Government may determine, from time to time, how and by whom any power or authority of Government set out in this Agreement shall be exercised, other than the power to consent to an amendment pursuant to 6.2.

4.0 RATIFICATION

4.1 Ratification of this Agreement shall be sought by the Parties in the following manner:

4.1.1 by Kluane First Nation, by the process set out in Schedule A of this Agreement;

4.1.2 by Canada, by the Governor in Council; and

4.1.3 by the Yukon, by the Commissioner in Executive Council.

4.2 For greater certainty, this Agreement is made when it is signed by representatives of the Parties in both English and French and both versions of this Agreement shall be equally authoritative.

5.0 SELF-GOVERNMENT LEGISLATION

5.1 Government shall Consult with Kluane First Nation before recommending to the Governor in Council or the Commissioner in Executive Council, as the case may be, the orders-in-council required pursuant to the Yukon First Nations Self-Government Act (Canada) and the First Nations (Yukon) Self-Government Act (Yukon) to bring this Agreement into effect.

5.2 Government shall Consult with Kluane First Nation during the drafting of any amendments to Self-Government Legislation which affect Kluane First Nation.

6.0 AMENDMENT AND REVIEW

6.1 This Agreement may only be amended with the consent of the Parties.

6.2 Consent to any amendment pursuant to 6.1 may only be given on the part of:

6.2.1 Canada, by the Governor in Council;

6.2.2 the Yukon, by the Commissioner in Executive Council; and

6.2.3 Kluane First Nation, by the Council,

6.2.3.1 Kluane First Nation shall provide Government with a certificate certifying that an amendment has been approved by Kluane First Nation in accordance with 6.2.3 and all persons shall be entitled to rely on that certificate as conclusive evidence of compliance with 6.2.3.

6.3 Where Government has concluded a self-government agreement with another Yukon First Nation which includes provisions more favourable than those in this Agreement, and where it would be practical to include those provisions in this Agreement, Government, at the request of Kluane First Nation, shall negotiate with Kluane First Nation with a view to amending this Agreement to incorporate provisions no less favourable than those in the other self-government agreement.

6.4 A dispute arising from negotiations described in 6.3 may be referred by any Party to dispute resolution pursuant to 26.3.0 of the Final Agreement.

6.4.1 In any dispute arising pursuant to 6.3 an arbitrator shall have the authority set out in 26.7.3 of the Final Agreement.

6.5 The Parties shall make amendments to this Agreement which are required to give effect to orders or decisions of an arbitrator pursuant to 6.4.

6.6 Unless the Parties otherwise agree, the Parties shall review this Agreement within ten years of the Effective Date for the purpose of determining whether:

6.6.1 other self-government agreements in Canada have more effectively incorporated self-government provisions respecting any matters considered in this Agreement;

6.6.2 other self-government agreements in Canada have more effectively incorporated implementation or financial transfer agreements;

6.6.3 this Agreement has been implemented in accordance with the implementation plan;

6.6.4 the negotiated transfer of programs, responsibilities and resources pursuant to this Agreement has been successful; and

6.6.5 this Agreement should be amended in accordance with 6.1 and 6.2 to reflect the outcome of the review.

7.0 REMEDIES

7.1 Neither Government nor Kluane First Nation shall have a claim or a cause of action in the event any provision of this Agreement or of Self-Government Legislation is found by a court of competent jurisdiction to be invalid.

7.2 Neither Government nor Kluane First Nation shall challenge the validity of any provision of this Agreement or of Self-Government Legislation.

7.3 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the Parties shall make best efforts to amend this Agreement to remedy the invalidity or replace the invalid provision.

7.4 If any provision of Self-Government Legislation is found by a court of competent jurisdiction to be invalid, Government shall make best efforts to amend the Self-Government Legislation to remedy the invalidity or replace the invalid provision.

8.0 INTERPRETATION AND APPLICATION OF LAW

8.1 Subject to 8.1.1, where there is any inconsistency or conflict between the provisions of federal Self-Government Legislation and any other federal Legislation, the federal Self-Government Legislation shall prevail to the extent of the inconsistency or conflict.

8.1.1 Where there is any inconsistency or conflict between the provisions of federal Self-Government Legislation and the Final Agreement or Settlement Legislation, the Final Agreement or Settlement Legislation shall prevail to the extent of the inconsistency or conflict.

8.2 Subject to 8.2.1, where there is any inconsistency or conflict between the provisions of Yukon Self-Government Legislation and any other Yukon Legislation, the Yukon Self-Government Legislation shall prevail to the extent of the inconsistency or conflict.

8.2.1 Where there is any inconsistency or conflict between the provisions of Yukon Self-Government Legislation and the Final Agreement or Settlement Legislation, the Final Agreement or Settlement Legislation shall prevail to the extent of the inconsistency or conflict.

8.3 This Agreement is subject to the Final Agreement, and in the event of any inconsistency or conflict, the Final Agreement shall prevail to the extent of the inconsistency or conflict.

8.4 Common law conflict of laws principles shall apply where a conflict of laws issue arises unless:

8.4.1 in the case of a conflict of laws issue arising between a law enacted by Kluane First Nation and a law enacted by another Yukon First Nation, Kluane First Nation and the other Yukon First Nation have otherwise agreed; or

8.4.2 in the case of a conflict of laws issue arising between a law enacted by Kluane First Nation and Laws of General Application, Kluane First Nation and Government have otherwise agreed.

8.5 Unless otherwise provided in this Agreement, the exercise of powers by Kluane First Nation pursuant to this Agreement shall not confer any duties, obligations or responsibilities on Government.

8.6 This Agreement shall be interpreted according to the Interpretation Act (Canada) with such modifications as the circumstances require.

8.7 The preamble and the principles in this Agreement are statements of the intentions of the Parties and shall only be used to assist in the interpretation of doubtful or ambiguous expressions in this Agreement.

8.8 Capitalized words or phrases shall have the meaning as defined in this Agreement.

8.9 Any reference in this Agreement to Legislation, an Act or a provision of an Act includes:

8.9.1 that Legislation, Act or provision of an Act, and any Regulations made thereunder, as amended from time to time; and

8.9.2 any successor Legislation, Act or provision of an Act.

8.10 Successor Legislation includes Yukon Legislation which replaces federal Legislation as a consequence of devolution of authority or responsibility from Canada to the Yukon.

8.11 The Supreme Court of the Yukon shall have jurisdiction in respect of any action or proceeding arising out of this Agreement or Self-Government Legislation.

8.12 Nothing in this Agreement shall be construed to limit the jurisdiction of the Federal Court of Canada as set forth in the Federal Court Act (Canada).

PART II

KLUANE FIRST NATION

9.0 LEGAL STATUS OF KLUANE FIRST NATION

9.1 Upon the Effective Date, the Indian Act (Canada) Kluane First Nation Band shall cease to exist and its rights, titles, interests, assets, obligations and liabilities, including those of its band council, shall vest in Kluane First Nation.

9.2 Kluane First Nation is a legal entity and has the capacity, rights, powers and privileges of a natural person and, without restricting the generality of the foregoing, may:

9.2.1 enter into contracts or agreements;

9.2.2 acquire and hold property or any interest therein, and sell or otherwise dispose of property or any interest therein;

9.2.3 raise, invest, expend and borrow money;

9.2.4 sue or be sued;

9.2.5 form corporations or other legal entities; and

9.2.6 do such other things as may be conducive to the exercise of its rights, powers and privileges.

9.3 The act of acquiring or the holding of any rights, liabilities or obligations by Kluane First Nation or by any entity described in 9.2.5, shall not be construed to affect any aboriginal right, title or interest of Kluane First Nation, its Citizens or their heirs, descendants or successors.

10.0 KLUANE FIRST NATION CONSTITUTION

10.1 The Constitution of Kluane First Nation shall, in a manner consistent with this Agreement, provide for:

10.1.1 a citizenship code that includes the requirements for citizenship in Kluane First Nation and the procedure for determining whether a person is a Citizen;

10.1.2 the governing bodies of Kluane First Nation and their composition, membership, powers, duties and procedures;

10.1.3 a system of reporting, by audits or otherwise, through which the governing bodies are financially accountable to Citizens;

10.1.4 the recognition and protection of the rights and freedoms of Citizens;

10.1.5 challenging the validity of the laws of Kluane First Nation and quashing invalid laws; and

10.1.6 the amendment of the Constitution by the Citizens.

10.2 The Constitution may provide for any other matters relating to Kluane First Nation or to the governing of Settlement Land, or of persons on Settlement Land.

10.3 The citizenship code established in the Constitution shall enable all persons enrolled under the Final Agreement to be Citizens.

11.0 TRANSITIONAL PROVISIONS

11.1 The band council of the Indian Act (Canada) Kluane First Nation Band that is in office on the Effective Date shall be deemed to be the governing body of Kluane First Nation until replaced in accordance with the Constitution.

11.2 Any monies held by Canada for the use and benefit of the Indian Act (Canada) Kluane First Nation Band shall be transferred to Kluane First Nation, as soon as practicable after the Effective Date.

12.0 DELEGATION

12.1 Any power of Kluane First Nation to enact laws may be delegated by a law of Kluane First Nation to:

12.1.1 a public body in Canada having powers to enact laws;

12.1.2 another Yukon First Nation;

12.1.3 a tribal council; or

12.1.4 the Council for Yukon Indians,

to the extent that the delegation is consistent with the Constitution and this Agreement.

12.2 Any power of Kluane First Nation other than a power to enact laws may be delegated by a law of Kluane First Nation to:

12.2.1 a public body in Canada having powers to enact laws;

12.2.2 another Yukon First Nation;

12.2.3 a tribal council;

12.2.4 the Council for Yukon Indians;

12.2.5 an office established by a law of Kluane First Nation;

12.2.6 a department, agency or official of Government;

12.2.7 a public body established by a law of Kluane First Nation;

12.2.8 a municipality, school board, local body, or legal entity established by Yukon law; or

12.2.9 any legal entity in Canada,

to the extent that the delegation is consistent with the Constitution and this Agreement.

12.3 Any delegation under 12.0, other than a delegation under 12.2.5 or 12.2.7, shall require the written consent of the delegate.

12.4 Kluane First Nation has the capacity to enter into agreements to receive powers, including legislative powers, by delegation.

PART III

KLUANE FIRST NATION LEGISLATION

13.0 LEGISLATIVE POWERS

13.1 Kluane First Nation shall have the exclusive power to enact laws in relation to the following matters:

13.1.1 administration of Kluane First Nation affairs and operation and internal management of Kluane First Nation;

13.1.2 management and administration of rights or benefits that are realized pursuant to Kluane First Nation's Final Agreement by persons enrolled under the Final Agreement and are to be controlled by Kluane First Nation; and

13.1.3 matters ancillary to the foregoing.

13.2 Kluane First Nation shall have the power to enact laws in relation to the following matters in the Yukon:

13.2.1 provision of programs and services for Citizens in relation to their spiritual and cultural beliefs and practices;

13.2.2 provision of programs and services for Citizens in relation to their aboriginal languages;

13.2.3 provision of health care and services to Citizens, except licensing and regulation of facility-based services off Settlement Land;

13.2.4 provision of social and welfare services to Citizens, except licensing and regulation of facility-based services off Settlement Land;

13.2.5 provision of training programs for Citizens, subject to Government certification requirements where applicable;

13.2.6 adoption by and of Citizens;

13.2.7 guardianship, custody, care and placement of Kluane First Nation children, except licensing and regulation of facility-based services off Settlement Land;

13.2.8 provision of education programs and services for Citizens choosing to participate, except licensing and regulation of facility-based services off Settlement Land;

13.2.9 inheritance, wills, intestacy and administration of estates of Citizens, including rights and interests in Settlement Land;

13.2.10 procedures consistent with the principles of natural justice for determining the mental competency or ability of Citizens, including administration of the rights and interests of those found incapable of responsibility for their own affairs;

13.2.11 provision of services to Citizens for resolution of disputes outside the courts;

13.2.12 solemnization of marriage of Citizens;

13.2.13 licences in respect of matters enumerated in 13.1, 13.2 and 13.3 in order to raise revenue for Kluane First Nation purposes;

13.2.14 matters necessary to enable Kluane First Nation to fulfil its responsibilities under the Final Agreement or this Agreement; and

13.2.15 matters ancillary to the foregoing.

13.3 Kluane First Nation shall have the power to enact laws of a local or private nature on Settlement Land in relation to the following matters:

13.3.1 use, management, administration, control and protection of Settlement Land;

13.3.2 allocation or disposition of rights and interests in and to Settlement Land, including expropriation by Kluane First Nation for Kluane First Nation purposes;

13.3.3 use, management, administration and protection of natural resources under the ownership, control or jurisdiction of Kluane First Nation;

13.3.4 gathering, hunting, trapping or fishing and the protection of fish, wildlife and habitat;

13.3.5 control or prohibition of the erection and placement of posters, advertising signs, and billboards;

13.3.6 licensing and regulation of any person or entity carrying on any business, trade, profession, or other occupation;

13.3.7 control or prohibition of public games, sports, races, athletic contests and other amusements;

13.3.8 control of the construction, maintenance, repair and demolition of buildings or other structures;

13.3.9 prevention of overcrowding of residences or other buildings or structures;

13.3.10 control of the sanitary condition of buildings or property;

13.3.11 planning, zoning and land development;

13.3.12 curfews, prevention of disorderly conduct and control or prohibition of nuisances;

13.3.13 control or prohibition of the operation and use of vehicles;

13.3.14 control or prohibition of the manufacture, supply, sale, exchange, transport, possession or consumption of intoxicants;

13.3.15 establishment, maintenance, provision, operation or regulation of local services and facilities;

13.3.16 caring and keeping of livestock, poultry, pets and other birds and animals, and impoundment and disposal of any bird or animal maltreated or improperly at-large, but the caring and keeping of livestock does not include game farming or game ranching;

13.3.17 administration of justice;

13.3.18 control or prohibition of any actions, activities or undertakings that constitute, or may constitute, a threat to public order, peace or safety;

13.3.19 control or prohibition of any activities, conditions or undertakings that constitute, or may constitute, a danger to public health;

13.3.20 control or prevention of pollution and protection of the environment;

13.3.21 control or prohibition of the possession or use of firearms, other weapons and explosives;

13.3.22 control or prohibition of the transport of dangerous substances; and

13.3.23 matters coming within the good government of Citizens on Settlement Land.

13.4.0 Emergency Powers

13.4.1 Off Settlement Land, in relation to those matters enumerated in 13.2, in any situation that poses an Emergency to a Citizen, Government may exercise power conferred by Laws of General Application to relieve the Emergency, notwithstanding that laws enacted by Kluane First Nation may apply to the Emergency.

13.4.2 A person acting pursuant to 13.4.1 shall, as soon as practicable after determining that a person in an Emergency is a Citizen, notify Kluane First Nation of the action taken and transfer the matter to the responsible Kluane First Nation authority, at which time the authority of the Government to act pursuant to 13.4.1 shall cease.

13.4.3 A person acting pursuant to 13.4.1 is not liable for any act done in good faith in the reasonable belief that the act was necessary to relieve an Emergency.

13.4.4 On Settlement Land, in relation to those matters enumerated in 13.2, in any situation that poses an Emergency to a person who is not a Citizen, Kluane First Nation may exercise power conferred by laws enacted by Kluane First Nation to relieve the Emergency, notwithstanding that Laws of General Application may apply to the Emergency.

13.4.5 A person acting pursuant to 13.4.4 shall, as soon as practicable after determining that a person in an Emergency is not a Citizen, notify Government or, where the person in an Emergency is a citizen of another Yukon First Nation, that Yukon First Nation, of the action taken and transfer the matter to the responsible authority, at which time the authority of Kluane First Nation to act pursuant to 13.4.4 shall cease.

13.4.6 A person acting pursuant to 13.4.4 is not liable for any act done in good faith in the reasonable belief that the act was necessary to relieve an Emergency.

13.4.7 Notwithstanding 13.5.0, in relation to powers enumerated in 13.3, Laws of General Application shall apply with respect to an Emergency arising on Settlement Land which has or is likely to have an effect off Settlement Land.

13.5.0 Laws of General Application

13.5.1 Unless otherwise provided in this Agreement, all Laws of General Application shall continue to apply to Kluane First Nation, its Citizens and Settlement Land.

13.5.2 Canada and Kluane First Nation shall enter into negotiations with a view to concluding, as soon as practicable, a separate agreement or an amendment of this Agreement which will identify the areas in which laws enacted by Kluane First Nation shall prevail over federal Laws of General Application to the extent of any inconsistency or conflict.

13.5.2.1 Canada shall Consult with the Yukon prior to concluding the negotiations described in 13.5.2.

13.5.2.2 Clause 13.5.2 shall not affect the status of the Yukon as a party to the negotiations or agreements referred to in 13.6.0 or 17.0.

13.5.3 Except as provided in 14.0, a Yukon Law of General Application shall be inoperative to the extent that it provides for any matter for which provision is made in a law enacted by Kluane First Nation.

13.5.4 Where the Yukon reasonably foresees that a Yukon Law of General Application which it intends to enact may have an impact on a law enacted by Kluane First Nation, the Yukon shall Consult with Kluane First Nation before introducing the Legislation in the Legislative Assembly.

13.5.5 Where Kluane First Nation reasonably foresees that a law which it intends to enact may have an impact on a Yukon Law of General Application, Kluane First Nation shall Consult with the Yukon before enacting the law.

13.5.6 Where the Commissioner in Executive Council is of the opinion that a law enacted by Kluane First Nation has rendered a Yukon Law of General Application partially inoperative and that it would unreasonably alter the character of a Yukon Law of General Application or that it would make it unduly difficult to administer that Yukon Law of General Application in relation to Kluane First Nation, Citizens or Settlement Land, the Commissioner in Executive Council may declare that the Yukon Law of General Application ceases to apply in whole or in part to Kluane First Nation, Citizens or Settlement Land.

13.5.7 Prior to making a declaration pursuant to 13.5.6:

13.5.7.1 the Yukon shall Consult with Kluane First Nation and identify solutions, including any amendments to Yukon Legislation, that the Yukon considers would meet the objectives of Kluane First Nation; and

13.5.7.2 after Consultation pursuant to 13.5.7.1, where the Yukon and Kluane First Nation agree that the Yukon Law of General Application should be amended, the Yukon shall propose such amendment to the Legislative Assembly within a reasonable period of time.

13.6.0 <u>Administration of Justice</u>

13.6.1 The Parties shall enter into negotiations with a view to concluding an agreement in respect of the administration of Kluane First Nation justice provided for in 13.3.17.

13.6.2 Negotiations respecting the administration of justice shall deal with such matters as adjudication, civil remedies, punitive sanctions including fine, penalty and imprisonment for enforcing any law of Kluane First Nation, prosecution, corrections, law enforcement, the relation of any Kluane First Nation courts to other courts and any other matter related to aboriginal justice to which the Parties agree.

13.6.3 Notwithstanding anything in this Agreement, Kluane First Nation shall not exercise its power pursuant to 13.3.17 until the expiry of the time described in 13.6.6, unless an agreement is reached by the Parties pursuant to 13.6.1 and 13.6.2.

13.6.4 Until the expiry of the time described in 13.6.6 or an agreement is entered into pursuant to 13.6.1 and 13.6.2:

13.6.4.1 Kluane First Nation shall have the power to establish penalties of:

(a) fines up to $300,000 for the violation of a law enacted by Kluane First Nation in relation to the use of Settlement Land and of natural resources on Settlement Land or the control or prevention of pollution and the protection of the environment on Settlement Land;

(b) fines up to $5,000 for the violation of any other law enacted by Kluane First Nation; and

(c) imprisonment to a maximum of six months for the violation of a law enacted by Kluane First Nation;

13.6.4.2 the Supreme Court of the Yukon Territory, the Territorial Court of Yukon, and the Justice of the Peace Court shall have jurisdiction throughout the Yukon to adjudicate in respect of laws enacted by Kluane First Nation in accordance with the jurisdiction designated to those courts by Yukon Law except that any offence created under a law enacted by Kluane First Nation shall be within the exclusive original jurisdiction of the Territorial Court of Yukon;

13.6.4.3 any offence created under a law enacted by Kluane First Nation shall be prosecuted as an offence against an enactment pursuant to the Summary Convictions Act (Yukon) by prosecutors appointed by the Yukon; and

13.6.4.4 any term of imprisonment ordered by the Territorial Court of Yukon pursuant to 13.6.4.1 shall be served in a correctional facility pursuant to the Corrections Act (Yukon).

13.6.5 Nothing in 13.6.4 is intended to preclude:

13.6.5.1 consensual or existing customary practices of Kluane First Nation with respect to the administration of justice; or

13.6.5.2 programs and practices in respect of the administration of justice, including alternate sentencing or other appropriate remedies, to which the Parties agree before an agreement is concluded pursuant to 13.6.1 and 13.6.2.

13.6.6 The provisions in 13.6.4 are interim provisions and shall expire five years from the Effective Date or on the effective date of the agreement concluded pursuant to 13.6.1 and 13.6.2, whichever is earlier. The five year period may be extended for such further time as may be agreed in writing by the Minister on behalf of Canada, the Minister on behalf of the Yukon and the Council on behalf of Kluane First Nation.

13.6.7 All new and incremental costs of implementing the interim provisions in 13.6.4 incurred by the Yukon shall be paid by Canada in accordance with guidelines to be negotiated by the Yukon and Canada.

14.0 TAXATION

14.1 Kluane First Nation shall have the power to enact laws in relation to:

14.1.1 taxation, for local purposes, of interests in Settlement Land and of occupants and tenants of Settlement Land in respect of their interests in those lands, including assessment, collection and enforcement procedures and appeals relating thereto;

14.1.2 other modes of direct taxation of Citizens (and, if agreed under 14.3.2, other persons and entities) within Settlement Land to raise revenue for Kluane First Nation purposes; and

14.1.3 the implementation of measures made pursuant to any taxation agreement entered into pursuant to 14.6 or with Canada.

14.2 The powers of Kluane First Nation provided for in 14.1 shall not limit Government's powers to levy tax or make taxation laws.

14.3 Canada and Kluane First Nation shall make reasonable efforts to negotiate agreements on:

14.3.1 the manner in which the power of Kluane First Nation to enact taxation laws under 14.1.2 shall be coordinated with existing tax systems; and

14.3.2 the extent, if any, to which the power provided for in 14.1.2 should be extended to apply to other persons and entities within Settlement Land.

14.4 When Kluane First Nation exercises its jurisdiction, or assumes responsibility, for the management, administration and delivery of local services and, as a consequence, exercises property taxation powers under 14.1.1, the Yukon shall undertake to ensure a sharing of tax room in respect of Property Taxes or an adjustment in amounts referred to in 14.8, as the case may be, which is equitable.

14.4.1 To the extent that Kluane First Nation imposes property taxation for local purposes, the Yukon shall ensure that Yukon municipalities do not incur any consequential net loss.

14.4.2 Kluane First Nation and the Yukon shall enter into negotiations as necessary to provide for the efficient delivery of local services and programs.

14.5 Where, following the ratification date of this Agreement, Parliament enacts Legislation providing:

14.5.1 taxation powers to an Indian government other than those provided for in this Agreement; or

14.5.2 tax exemptions for an Indian government, or an entity owned by an Indian government, other than those provided for in this Agreement,

Canada shall, upon the request in writing of Kluane First Nation, recommend Legislation to the appropriate legislative authority to provide Kluane First Nation with those other powers or exemptions on the same terms as are set out in the Legislation which provides the powers or exemptions to the other Indian government or entity.

14.6 The Yukon Minister of Finance may enter into taxation agreements with Kluane First Nation.

14.7 Notwithstanding 14.1, Kluane First Nation shall, for taxation purposes, be deemed to be a "public authority" within the meaning of Schedule 1 of the Northern Pipeline Act (Canada) and shall abide and be bound by its terms and by the following:

14.7.1 "Pipeline" has the same meaning as in the Northern Pipeline Act (Canada);

14.7.2 "Yukon Property Tax" has the same meaning as in Schedule 1 of the Northern Pipeline Act (Canada);

14.7.3 the maximum level of the Yukon Property Tax imposed by the Yukon or any public authority therein on or for the use of the Pipeline, shall not exceed the amounts payable set out in section 5 of Schedule 1 of the Northern Pipeline Act (Canada);

14.7.4 the Yukon shall Consult with Kluane First Nation and any other affected Yukon First Nation on the establishment of the assessment and taxation regime for the Pipeline and the apportioning, as between themselves, of the Yukon Property Tax;

14.7.5 the assessment and taxation regime shall:

14.7.5.1 take into account the assessment and taxation regimes for similar projects in other jurisdictions in Canada,

14.7.5.2 include a fair and equitable method to apportion the Yukon Property Tax payable for the part of the Pipeline on Settlement Land and the portions which are not on Settlement Land, and

14.7.5.3 provide for consistent, non-discriminatory assessment methods and tax rates for all parts of the Pipeline regardless of whether those parts are located on Settlement Land or Non-Settlement Land;

14.7.6 subject to 14.7.3, a dispute respecting the assessment and taxation regime, including the apportionment of Yukon Property Tax payable on Settlement Land and on Non-Settlement Land, may be referred by Kluane First Nation or the Yukon to dispute resolution under 26.4.0 of the Final Agreement; and

14.7.7 a dispute not resolved pursuant to 26.4.0 may be referred to dispute resolution under 26.7.0 of the Final Agreement upon agreement of Kluane First Nation and the Yukon.

14.8 Except as provided in 14.8.1 and 14.8.2, Settlement Land shall be exempt from Property Taxes provided that Kluane First Nation shall pay annually, to the taxing authority in respect of that Settlement Land, an amount equal to the aggregate amount of taxes which would be payable to the taxing authority for that year under the Laws of General Application if that land was not exempt from Property Taxes.

14.8.1 The provisions of 14.8 shall not apply to Fee Simple Settlement Land.

14.8.2 The provisions of 14.8 shall not apply to any Settlement Land which is exempt from Property Taxes pursuant to any other provision of this Agreement or the Final Agreement.

14.9 During a 10-year transitional period beginning with the Effective Date, Canada shall assist Kluane First Nation with the payment of the amounts referred to in 14.8. The assistance shall be 100 percent in year one, decreasing by 10 percentage points per year, to 10 percent in year 10. During such time, Canada shall have the same rights in respect of any assessment as a property owner.

14.10 Notwithstanding Laws of General Application, Settlement Land shall not be subject to attachment, seizure or sale for non-payment of the amounts referred to in 14.8. If any such amounts remain unpaid for more than two years, the taxing authority may withdraw the delivery of any or all services to Settlement Land until the outstanding amounts have been paid.

14.11 If amounts referred to in 14.8 remain unpaid six months after the withdrawal of any services under 14.10, the taxing authority may attach the assets of Kluane First Nation in addition to all other remedies including the filing of a lien or other instrument against Settlement Land.

15.0 TAXATION STATUS

15.1 Kluane First Nation shall, for the purposes of paragraph 149(1)(c) of the Income Tax Act (Canada) be deemed to be a public body performing a function of government in Canada for each taxation year of Kluane First Nation where, at all times during the year:

15.1.1 it did not carry on any business other than a business carried on by it on Settlement Land, the primary purpose of which was to provide goods or services to Citizens or residents of Settlement Land; and

15.1.2 all or substantially all of its activities were devoted to the exercise of its powers of government authorized under this Agreement, Self-Government Legislation, its Final Agreement or Settlement Legislation,

and for these purposes the taxation year of Kluane First Nation shall be the calendar year or such other fiscal period as Kluane First Nation may elect.

15.2 Nothing in this Agreement shall affect the taxation status of Settlement Corporations as provided for in Chapter 20 of the Final Agreement.

15.3 No tax shall be payable under the Income Tax Act (Canada) for a taxation year on the income, property or capital of a corporation, in this clause referred to as "the subsidiary", where, at all times during the year:

15.3.1 all the shares and capital of the subsidiary are owned by Kluane First Nation or by another subsidiary that satisfies the requirements of 15.3.1, 15.3.2, 15.3.3, 15.3.4 and 15.3.5;

15.3.2 no part of the earnings of the subsidiary are available to any person other than Kluane First Nation or to another subsidiary that satisfies the requirements of 15.3.1, 15.3.2, 15.3.3, 15.3.4 and 15.3.5;

15.3.3 all of the real property and all or substantially all of the tangible personal property of the subsidiary is, or is situate on, Settlement Land;

15.3.4 the subsidiary did not carry on any business other than a business carried on by it on Settlement Land, the primary purpose of which was to provide goods or services to Citizens or residents of Settlement Land, provided that any revenue arising from the provision of goods or services to persons other than Citizens or residents of Settlement Land comprises only an incidental portion of the total revenue from the business; and

15.3.5 the subsidiary was not a Settlement Corporation established pursuant to Chapter 20 of the Final Agreement.

15.4 Where Kluane First Nation is deemed to be a public body under 15.1 for a particular year, no income tax will be imposed on Kluane First Nation by the Yukon in respect of that year.

15.5 Where, under 15.3, no income tax is payable by a subsidiary for a particular year, no income tax will be imposed on the subsidiary by the Yukon in respect of that year.

15.6 For greater certainty, nothing in 15.1 to 15.5 shall be construed so as to prevent the application of section 149 of the Income Tax Act (Canada) to Kluane First Nation or to a corporation referred to in 15.3.

15.7 Kluane First Nation, or a trust, board, commission or similar body established by Kluane First Nation, or a corporation wholly owned by any such entity or by a combination thereof (each of which is referred to in 15.7 to 15.11 as the "claimant"), may claim a refund of any tax paid by the claimant under subsections 165(1) or sections 212 or 218 of Part IX of the Excise Tax Act (Canada) that is not otherwise recoverable by the claimant under any law, to the extent that the property or service in respect of which the tax was paid was acquired by the claimant:

15.7.1 for consumption or use in the course of exercising the powers of government within Settlement Land authorized under this Agreement, Self Government Legislation, its Final Agreement or Settlement Legislation; and

15.7.2 not for consumption, use or supply in the course of any business or other activity engaged in by the claimant for profit or gain.

15.8 A refund of tax under 15.7 will not be paid to a claimant referred to in that paragraph unless, at the time at which the tax is paid;

15.8.1 all of the claimant's real property and all or substantially all of the claimant's tangible personal property is, or is situated on, Settlement Land; and

15.8.2 the claimant does not engage in any business or other activity for profit or gain, other than an activity, engaged in by the claimant on Settlement Land, the primary purpose of which is to provide goods or services to Kluane First Nation, Citizens, individuals resident on Settlement Land, corporations wholly owned by Kluane First Nation or by Citizens, or such other businesses as the parties may from time to time agree.

15.9 A refund of tax under paragraph 15.7 will not be paid unless an application for the refund is filed with the Canada Customs and Revenue Agency within four years after the tax is paid.

15.10 The provisions of Part IX of the Excise Tax Act (Canada) will apply, with such modifications as the circumstances require, in respect of claims under 15.7 and in respect of amounts paid as a refund under 15.7 as though the refund provided for under 15.7 were a rebate provided for under Division VI of that Part.

15.11 Unless otherwise defined in this Agreement, words used in 15.7 to 15.11 have the same meaning as in Part IX of the Excise Tax Act (Canada).

15.12 Notwithstanding any other provision of this Agreement, 15.7 to 15.11 shall not apply to tax that is paid or becomes payable before the Effective Date.

PART IV

KLUANE FIRST NATION PROGRAMS AND SERVICES

16.0 SELF-GOVERNMENT FINANCIAL TRANSFER AGREEMENT

16.1 Canada and Kluane First Nation shall negotiate a self-government financial transfer agreement in accordance with 16.3, with the objective of providing Kluane First Nation with resources to enable Kluane First Nation to provide public services at levels reasonably comparable to those generally prevailing in Yukon, at reasonably comparable levels of taxation.

16.2 Subject to such terms and conditions as may be agreed, the self-government financial transfer agreement shall set out:

16.2.1 the amounts of funding to be provided by Canada towards the cost of public services, where Kluane First Nation has assumed responsibility;

16.2.2 the amounts of funding to be provided by Canada towards the cost of operation of Kluane First Nation government institutions; and

16.2.3 such other matters as Canada and Kluane First Nation may agree.

16.3 In negotiating the self-government financial transfer agreement, Canada and Kluane First Nation shall take into account the following:

16.3.1 the ability and capacity of Kluane First Nation to generate revenues from its own sources;

16.3.2 diseconomies of scale which impose higher operating or administrative costs on Kluane First Nation, in relation to costs prevailing prior to conclusion of this Agreement;

16.3.3 due regard to economy and efficiency, including the possibilities for co-operative or joint arrangements among Yukon First Nations for the management, administration and delivery of programs or services;

16.3.4 any funding provided to Kluane First Nation through other Government transfer programs;

16.3.5 demographic features of Kluane First Nation;

16.3.6 results of reviews pursuant to 6.6;

16.3.7 existing levels of Government expenditure for services to Yukon First Nations and Yukon Indian People;

16.3.8 the prevailing fiscal policies of Canada;

16.3.9 other federal Legislation respecting the financing of aboriginal governments; and

16.3.10 such other matters as Canada and Kluane First Nation may agree.

16.4 To assist in the negotiation of self-government financial transfer agreements, Government and Kluane First Nation shall:

16.4.1 take into account the direct and indirect costs to Government over such period as the Parties may agree, of managing, administering and delivering a particular program or service for which Kluane First Nation is assuming responsibility;

16.4.2 subject to the restrictions described in 2.7.0 of the Final Agreement, disclose all relevant information for the purposes of 16.4.1;

16.4.3 consider the establishment of a base year and appropriate adjustment factors for determining the resources to be provided; and

16.4.4 consider, without prejudice, the method for calculating the formula financing grant under the Formula Financing Agreement between Canada and the Yukon.

16.5 Self-government financial transfer agreements may consolidate federal program funding (operating and capital programs) for Kluane First Nation.

16.6 Payments pursuant to the self-government financial transfer agreement shall be provided on an unconditional basis except where criteria or conditions are attached to the provision of funding for similar programs or services in other jurisdictions in Canada.

16.7 Kluane First Nation may continue to access federal program funding for those programs not consolidated in the self-government financial transfer agreement in accordance with program authorities and conditions in effect from time to time.

16.8 Financial compensation and other monies paid:

16.8.1 to Yukon First Nations in accordance with Chapter 19 of the Umbrella Final Agreement;

16.8.2 to Kluane First Nation pursuant to Chapter 19 of the Final Agreement;

16.8.3 to Kluane First Nation as a result of any one or more of the specific claims described in 4.3.6.1 of the Final Agreement:

16.8.4 to Kluane First Nation pursuant to Part I of the Memorandum Regarding Certain Financial Arrangements referred to in 2.2.15.1 of the Final Agreement;

and the proceeds from investments thereof shall not be taken into account for the purposes of determining the level of funding provided through self-government financial transfer agreements.

16.9 Payments made to Kluane First Nation pursuant to Part II of the Memorandum Regarding Certain Financial Arrangements referred to in 2.2.15.1 of the Final Agreement shall not be taken into account for the purposes of determining the level of funding provided through self-government financial transfer agreements.

16.10 Funding pursuant to self-government financial transfer agreements shall be provided in the form of grants or other arrangements as appropriate.

16.11 Any amounts required for the purposes of the self-government financial transfer agreement shall be paid out of such monies as may be appropriated by Parliament for those purposes.

16.12 Unless otherwise agreed, a self-government financial transfer agreement shall be for a term of five years.

16.13 At least one year prior to the date of expiry of the then current self-government financial transfer agreement, Canada and Kluane First Nation shall begin negotiating the terms of a new self-government financial transfer agreement. Until a new agreement has been concluded, the financing provisions of the expiring self-government financial transfer agreement, other than those dealing with start-up and one-time cost, shall continue for a further two years or for such period as may be agreed by Canada and Kluane First Nation.

16.14 The self-government financial transfer agreement shall be a contract between Canada and Kluane First Nation.

16.15 The level of funding provided pursuant to the self-government financial transfer agreement may be adjusted annually according to a formula to be agreed upon by Canada and Kluane First Nation.

16.16 When the self-government financial transfer agreement is renegotiated, Kluane First Nation and Government shall review the cost-sharing arrangements.

16.17 The first self-government financial transfer agreement of Kluane First Nation shall be negotiated at the same time as the implementation plan for this Agreement.

16.18 Nothing in 16.0 shall affect the ability of Kluane First Nation to exercise, or benefit from, any rights that it may become entitled to under future provisions of the Constitution of Canada.

17.0 PROGRAMS AND SERVICES

17.1 During the term of a self-government financial transfer agreement Kluane First Nation and Government shall negotiate the assumption of responsibility by Kluane First Nation for the management, administration and delivery of any program or service within the jurisdiction of Kluane First Nation, whether or not Kluane First Nation has enacted a law respecting such matter.

17.2 Kluane First Nation may notify Government within 90 days after the Effective Date of its priorities for negotiations pursuant to 17.1 for the current fiscal year, and shall notify Government by March 31st of each year of its priorities for negotiations pursuant to 17.1 for the fiscal year beginning April 1st of that year. Within 60 days of receipt of such notification, the Parties shall prepare a workplan to address the priorities identified by Kluane First Nation for negotiation. The workplan shall identify timelines and resources available for negotiations.

17.3 Negotiations pursuant to 17.1 shall have the following objectives:

17.3.1 to provide resources adequate to ensure that the program or service to be offered by Kluane First Nation is of a level or quality equivalent to the Government program or service and existing program or service quality is not diminished;

17.3.2 to provide for mechanisms of cooperation and co-ordination, as appropriate, between Kluane First Nation and governments at a local, territorial and federal level to ensure the effective and efficient delivery of the program or service;

17.3.3 to consider financial and administrative limitations and to promote administrative efficiency and economies of scale;

17.3.4 to provide for local management and delivery of the program or service;

17.3.5 to provide mechanisms for negotiating basic common standards between Government and Kluane First Nation programs and services; and

17.3.6 to identify the scope of the Parties' authority.

17.4 An agreement concluded pursuant to 17.1 shall, unless otherwise agreed by the parties thereto, include a program and service implementation plan and identify the training requirements to be addressed in that plan.

17.5 Canada and Kluane First Nation may agree to consolidate the funding provided for in an agreement entered into pursuant to 17.1 with the funding provided pursuant to the self-government financial transfer agreement, which consolidation may take effect either at the commencement of the next fiscal year or at the commencement of the term of the next self-government financial transfer agreement.

17.6 Any responsibility assumed by Kluane First Nation in an agreement entered into pursuant to 17.1 shall be funded by interim financing arrangements which shall be in accordance with 16.1.

18.0 GOVERNMENT OF THE YUKON FINANCIAL CONTRIBUTIONS

18.1 The contribution of the Yukon shall be subtracted from the expenditure base of any fiscal transfer arrangement in effect at the time, and shall be calculated by Government to be the aggregate of the following:

18.1.1 the savings in expenditures realized by the Yukon as a result of the assumption by Kluane First Nation of responsibility for programs and services, taking into account efficiency and economy as well as losses in efficiency that result from the Yukon's continuing responsibility for such programs and services; minus

18.1.2 an amount equal to losses in tax revenues resulting from Kluane First Nation occupying tax room previously occupied by the Yukon but only if the revenue capacity associated with the tax room previously occupied by the Yukon remains included in the revenue capacity of the Yukon for the purpose of determining the federal fiscal transfer; minus

18.1.3 the monetary value of technical assistance and other contributions in kind provided by the Yukon; as well as

18.1.4 any other factors as Canada and the Yukon may agree,

but in all cases, the Yukon shall continue to have the capacity to provide to Yukon residents the services for which it remains responsible, at a level or quality comparable to those prevailing prior to assumption of responsibility by Kluane First Nation for the programs and services.

18.2 Any one-time net savings to the Yukon resulting from the assumption of responsibilities by Kluane First Nation shall be paid by the Yukon to Canada in instalments of an amount and in accordance with a schedule to be agreed upon.

18.3 The calculation of net savings pursuant to 18.0 shall be made solely at the time that Kluane First Nation initially assumes responsibility for that program or service or part thereof.

18.4 Should there be no fiscal transfer arrangement as contemplated in 18.1 that is in effect at the time, then the Yukon contribution shall be provided for under an agreement to be negotiated by Canada and the Yukon, and shall be based on the stipulations enumerated in 18.1.

19.0 KLUANE FIRST NATION REVENUE

19.1 If Kluane First Nation has access to a tax base, the revenue capacity associated with that tax base may be considered in determining the level of funding to be received pursuant to the Kluane First Nation self-government financial transfer agreement, provided that:

19.1.1 the revenue capacity associated with the tax base will be subject to offset at a ratio of less than 1:1;

19.1.2 any such revenue capacity shall be excluded entirely from such consideration for a period of two years following the date that Kluane First Nation obtains access to that tax base; and

19.1.3 the tax rate or rates used to measure revenue capacity during a further period beyond the initial two years shall take into account the capability of Kluane First Nation to exploit that tax base.

20.0 LAWS OF CANADA AND THE YUKON

20.1 Kluane First Nation has the power to adopt any Law of the Yukon or Canada as its own law in respect of matters provided for in this Agreement.

20.2 The Statutory Instruments Act (Canada) does not apply to a law enacted by Kluane First Nation.

21.0 PUBLIC REGISTER OF LAWS AND NOTIFICATION PROVISIONS

21.1 Kluane First Nation shall maintain at its principal administrative offices a register of all laws enacted by Kluane First Nation.

21.2 Kluane First Nation shall enter into negotiations with other Yukon First Nations with a view to concluding an agreement to establish a central registry of constitutions and laws enacted by Yukon First Nations.

21.3 Every law enacted by Kluane First Nation and any amendment thereto and the Constitution and any amendment thereto shall be entered in their entirety into the register forthwith upon approval, adoption or enactment and also shall be forwarded forthwith to the central registry.

21.4 Any person shall have reasonable access to the registries during normal business hours.

21.5 Kluane First Nation shall forward to Government a list of Citizens and any alterations to that list forthwith after they occur.

22.0 FINANCIAL ACCOUNTABILITY

22.1 Kluane First Nation shall prepare, maintain and publish its accounts in a manner consistent with the standards generally accepted for governments in Canada.

23.0 IMPLEMENTATION

23.1 The Parties shall conclude as soon as practicable an implementation plan for this Agreement which shall be coordinated to the extent practicable with the Final Agreement Implementation Plan.

23.2 If the implementation plan has not been completed at the time this Agreement is ratified by Kluane First Nation, Kluane First Nation shall be deemed to have delegated to the Council the authority to negotiate and approve the implementation plan on behalf of Kluane First Nation.

23.3 Canada shall seek approval of the implementation plan at the same time Canada seeks ratification of this Agreement.

23.4 The implementation plan referred to in 23.1 shall be a contract between the Parties.

24.0 DISPUTE RESOLUTION

24.1 If Kluane First Nation and Canada do not agree to the terms of a self-government financial transfer agreement provided for in 16.0, either may refer the matter to mediation under 26.4.0 of the Final Agreement.

24.2 If Kluane First Nation, Canada, or the Yukon do not agree:

24.2.1 to the calculation of the contribution of the Yukon provided for in 18.1; or,

24.2.2 in the negotiations for the transfer of programs or services provided for in 17.0,

any of the Parties may refer the matter to mediation under 26.4.0 of the Final Agreement.

24.3 Except as provided elsewhere in this Agreement, a dispute respecting this Agreement among Kluane First Nation, Canada or the Yukon may be referred to mediation under 26.4.0 of the Final Agreement upon agreement of the Parties to the dispute.

24.4 The parties to a dispute described in 24.1 to 24.3 which is not resolved by mediation under 26.6.0 of the Final Agreement may agree to refer the dispute to arbitration under 26.7.0 of the Final Agreement and the arbitrator shall have the authority provided in 26.7.3 of the Final Agreement to resolve the dispute.

24.5 Subject to 26.8.0 of the Final Agreement, no party may apply to any court for relief in respect of any dispute which has been referred to arbitration under 24.4, except for an application for interim or interlocutory relief where the board has failed to appoint an arbitrator under 26.7.2 of the Final Agreement within 60 days of an application by any party to the dispute.

25.0 COMPATIBLE LAND USE

25.1 In respect of the Settlement Land described in Column 2 of Appendix A and adjacent Non-Settlement Land:

25.1.1 Kluane First Nation and the Yukon or a municipality within the Traditional Territory may establish a joint planning structure:

25.1.1.1 to develop or recommend amendments to a territorial, municipal or Kluane First Nation community plan or area development land use plan; or,

25.1.1.2 to carry out other activities to promote compatible land use;

25.1.2 where a proposed land use of Non-Settlement Land may have significant impact on the use of adjacent Settlement Land, the Yukon or the affected municipality, as the case may be, shall Consult with Kluane First Nation for the purpose of resolving an actual or potential incompatibility in land use of the Non-Settlement Land and adjacent Settlement Land;

25.1.3 where a proposed land use of Settlement Land may have a significant impact on the use of adjacent Non-Settlement Land, Kluane First Nation shall Consult with the Yukon or the affected municipality, as the case may be, for the purpose of resolving an actual or potential incompatibility in land use of the Settlement Land and adjacent Non-Settlement Land;

25.1.4 in matters not subject to the development assessment process referred to in Chapter 12 of the Final Agreement, unless otherwise agreed by Kluane First Nation and either the Yukon or the affected municipality, as the case may be:

25.1.4.1 a proposed land use of Non-Settlement Land shall not have a significant adverse impact on the peaceful use and enjoyment of adjacent Settlement Land; and

25.1.4.2 a proposed land use of Settlement Land shall not have a significant adverse impact on the peaceful use and enjoyment of adjacent Non-Settlement Land.

25.2 Where Consultation pursuant to 25.1.2 or 25.1.3 does not resolve an actual or potential incompatibility in land use, Kluane First Nation, the Yukon or the affected municipality may refer the matter to dispute resolution pursuant to 26.4.0 of the Final Agreement.

25.2.1 The parties to a dispute referred to dispute resolution pursuant to 25.2 which is not resolved by mediation under 26.6.0 of the Final Agreement may agree to refer the dispute to arbitration under 26.7.0 of the Final Agreement.

25.2.2 An arbitrator appointed to hear a dispute pursuant to 25.2 shall have the authority as set out in 26.7.3 of the Final Agreement and the authority to make recommendations to a party to the dispute to:

25.2.2.1 change or vary an existing or proposed land use;

25.2.2.2 modify a land use plan or area development regulation; and

25.2.2.3 prepare a new zoning by-law or amend an existing zoning by-law.

25.2.3 In making a recommendation in respect of a dispute referred to in 25.2, the arbitrator shall not give any more weight to the fact that a territorial, municipal or Kluane First Nation community or area development land use plan which one party has not had an opportunity to participate in developing, is completed than to any other factor to be taken into consideration.

25.3 Nothing in 25.0 shall be construed to limit the use of Settlement Land for traditional purposes by Yukon Indian People.

26.0 LOCAL SERVICE AGREEMENTS

26.1 Kluane First Nation may enter into agreements with another Yukon First Nation, a municipality, or Government, to provide for such matters as municipal or local government services, joint planning, zoning, or other land use control.

26.2 Any agreement entered into pursuant to 26.1 respecting a municipal or local government service shall:

26.2.1 take into account the cost of providing that service;

26.2.2 provide for a process to resolve disputes which arise in respect of the agreement or the provision of the service; and

26.2.3 provide that the parties to such agreement, and their respective corporations, as the case may be, shall pay similar rates for user-pay municipal or local government services as are paid by property owners in the same or similar communities.

27.0 REGIONAL OR DISTRICT STRUCTURES

27.1 Kluane First Nation and Government may agree to develop a process for consulting affected residents regarding the establishment of common administrative and planning structures for part or all of the Traditional Territory.

27.2 Where affected residents have been consulted through a process developed pursuant to 27.1 and Kluane First Nation or Government is satisfied that affected residents support the establishment of a common administrative and planning structure, Kluane First Nation or Government, as the case may be, may request the other party to enter into negotiations respecting the establishment of a common administrative and planning structure.

27.3 In the negotiations referred to in 27.2, Kluane First Nation and Government may agree to establish a common administrative and planning structure within part or all of the Traditional Territory.

27.4 A common administrative and planning structure established pursuant to 27.3 shall:

27.4.1 remain under the control of all residents of the Traditional Territory or any agreed upon portion of the Traditional Territory; and

27.4.2 include direct representation by Kluane First Nation.

27.5 Kluane First Nation and Government may agree to delegate responsibilities to a common administrative and planning structure established pursuant to 27.3.

27.6 An agreement pursuant to 27.3 to establish a common administrative and planning structure may include provisions respecting:

27.6.1 the detailed powers and responsibilities of the common administrative and planning structure;

27.6.2 the exact manner by which the common administrative and planning structure shall be created;

27.6.3 a process to ensure that the common administrative and planning structure is accountable to all residents of the Traditional Territory or to all residents in any agreed upon portion of the Traditional Territory;

27.6.4 the manner in which the representatives to a common administrative and planning structure shall be selected or elected;

27.6.5 a detailed implementation plan;

27.6.6 financial and cost-sharing arrangements; and

27.6.7 such other matters as Kluane First Nation and Government may agree.

28.0 COMMUNITY LANDS

28.1 In respect of Settlement Land described in Part 1 of Appendix B, Kluane First Nation shall not exercise its powers to enact laws in relation to the matters described in Part 2 of Appendix B, unless otherwise agreed by Kluane First Nation and Government.

29.0 REGIME FOR THE OWNERSHIP, MANAGEMENT AND ADMINISTRATION OF BURWASH LANDING RESERVE NO. 1 AS A RESERVE RETAINED UNDER 4.1.1.1 OF THE FINAL AGREEMENT

29.1 In 29.0:

"Category A Settlement Land", "Category B Settlement Land", "Developed Settlement Land", "Fee Simple Settlement Land", "Mines", "Minerals" and "Specified Substances" each have the same meaning as in the Final Agreement.

"Dalan Retained Reserve" means the Burwash Landing Reserve No.1 described in 4.1.1.1 (a) of the Final Agreement.

29.2 On the Effective Date, title to the Dalan Retained Reserve shall be vested in Kluane First Nation for the use and benefit of its Citizens.

29.3 The title of Kluane First Nation to the Dalan Retained Reserve shall be the same as if the Dalan Retained Reserve were Category A Settlement Land.

29.4 The title of Kluane First Nation to the Dalan Retained Reserve shall continue to be subject to any lawful rights or interests of third parties to which the Burwash Landing Reserve No. 1 was subject immediately prior to the Effective Date.

29.5 Subject to 29.4, on the Effective Date, all rights and interests of Canada in the Dalan Retained Reserve lands shall cease to exist.

29.6 Except as provided in 29.6.1 and subject to 29.6.2, 29.6.3 and 29.6.4 the Final Agreement shall apply to the Dalan Retained Reserve as if it were Category A Settlement Land, designated as Developed Settlement Land.

29.6.1 Sections 5.2.6 of the Final Agreement shall not apply to the Dalan Retained Reserve.

29.6.2 For the purposes of the application of 5.12.0 of the Final Agreement to the Dalan Retained Reserve, in the event of the reacquisition of any of the land in fee simple by Kluane First Nation, Kluane First Nation may declare that the Final Agreement shall apply, and it shall thereafter apply, to the land reacquired as if it were:

(a) Category A Settlement Land when Mines and Minerals are included; or

(b) Fee Simple Settlement Land when Mines and Minerals other than Specified Substances are not included,

except that the cession, release and surrender of any aboriginal claim, right, title or interest in respect of the land shall not be affected.

29.6.3 For the purposes of 7.5.2.8 of the Final Agreement, land ordered as compensation thereunder shall be designated as if it were Category A Settlement Land when Mines and Minerals are included, or Category B Settlement Land or Fee Simple Settlement Land when Mines and Minerals are not included.

29.6.4 For the purpose of 20.5.0 of the Final Agreement, the Dalan Retained Reserve is deemed to be transferred or acquired under a Settlement Agreement.

29.7 The Indian Act (Canada) shall cease to apply to the Dalan Retained Reserve and this Agreement shall apply to the Dalan Retained Reserve as if it were Settlement Land.

29.8 The Dalan Retained Reserve shall continue to be lands reserved for the Indians within the meaning of Section 91(24) of the Constitution Act, 1867.

29.9 Subject to this Agreement, the Final Agreement and the requirement that the Dalan Retained Reserve be held for the use and benefit of the Citizens, the Council may, from time to time, using the same procedures that apply to enact laws, establish and amend the terms and conditions upon which Kluane First Nation holds the Dalan Retained Reserve.

29.10 For greater certainty, and subject to 29.4, Kluane First Nation shall have full power to dispose of the Dalan Retained Reserve and any rights or interest therein in accordance with the procedure established pursuant to the Constitution for the disposal of rights or interests in Settlement Land.

29.11 Kluane First Nation indemnifies and forever saves harmless Canada from any liability arising from the matters provided in 29.0, from the recognition of Burwash Landing Reserve No. 1 as the Dalan Retained Reserve and as land to which 4.1.1.1 of the Final Agreement applies, and from the management by Kluane First Nation of the Dalan Retained Reserve following the date on which the land becomes the Dalan Retained Reserve.

29.12 The vesting of the Dalan Retained Reserve and all other matters agreed to in 29.0 shall take effect by virtue of the Yukon First Nations Self-Government Act (Canada) and not by virtue of the Indian Act (Canada).

30.0 REGIME FOR THE OWNERSHIP, MANAGEMENT AND ADMINISTRATION OF LAND WHICH BECOMES A RESERVE RETAINED PURSUANT TO 4.3.6.1 OF THE FINAL AGREEMENT

30.1 If the Minister of Indian Affairs and Northern Development proposes to recommend to the Governor in Council that it recognize or set apart land to be a Reserve for Kluane First Nation pursuant to 4.3.6.1(b) of the Final Agreement, the Parties to this Agreement shall enter into an agreement to amend this Agreement to establish a regime for the ownership, management and administration of those lands upon the same basis as set out in 29.1 to 29.12, and the Minister shall only make the recommendation after the parties have concluded that agreement.

APPENDIX A
(25.1)

COMPATIBLE LAND USE

COLUMN 1 SETTLEMENT LAND PARCEL	COLUMN 2 PORTION OF PARCEL SUBJECT TO COMPATIBLE LAND USE
C-1/FS	That portion of C-1/FS shown cross-hatched on Map 1 attached hereto;
C-2/B	That portion of C-2/B shown cross-hatched on Map 1 attached hereto;
C-4/B	That portion of C-4/B shown cross-hatched on Map 1 attached hereto;
C-6/B	That portion of C-6/B shown cross-hatched on Map 1 attached hereto;
C-12/FS	That portion of C-12/FS shown cross-hatched on Map 1 attached hereto;
C-14/FS	That portion of C-14/FS shown cross-hatched on Map 1 attached hereto.

APPENDIX B
(28.1)

PART 1

SETTLEMENT LAND PARCEL	LEGAL DESCRIPTION
C-11/B	Lots 22, 23, 24,25, Destruction Bay, Plan 53805 CLSR, 29916 LTO

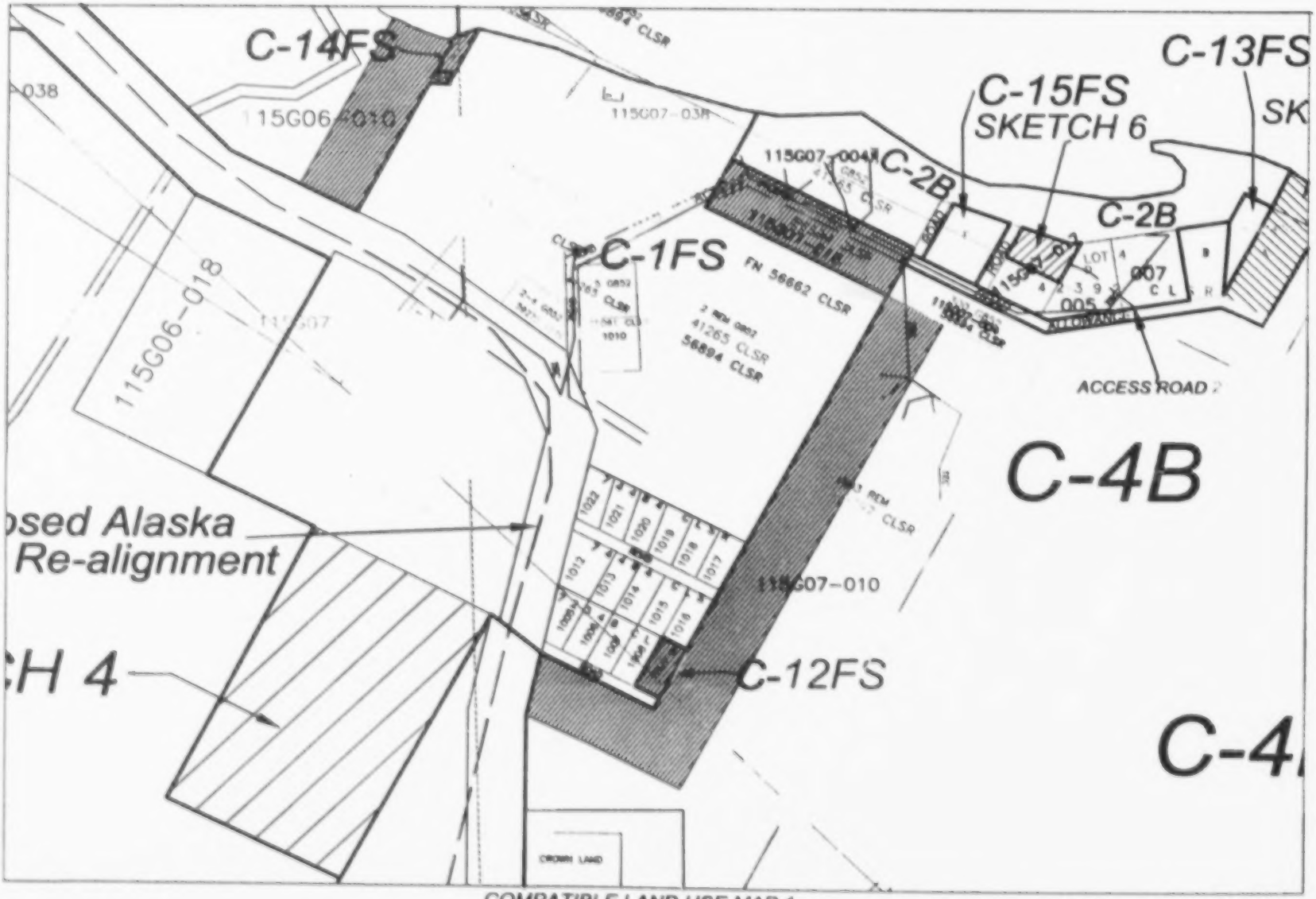
APPENDIX B

PART 2

Kluane First Nation powers referred to in 28.1 are those powers enumerated in:

13.3.5 (posters, billboards)*
13.3.8 (construction, buildings)*
13.3.9 (overcrowding)*
13.3.10 (sanitary conditions)*
13.3.11 (planning, zoning)*
13.3.16 (animals)*
13.3.17 (administration of justice)*
13.3.18 (threat to public order)*
13.3.19 (public health)*
13.3.20 (pollution)*
13.3.21 (firearms)*

* the notes in parentheses are for convenience of reference only and shall not affect the interpretation of the referenced sections.



COMPATIBLE LAND USE MAP 1

COMPATIBLE LAND USE MAP 1

SCHEDULE A

RATIFICATION OF THE
THE KLUANE FIRST NATION SELF-GOVERNMENT AGREEMENT

1.0 DEFINITIONS

1.1 In this schedule the following definitions shall apply:

"Collateral Agreements" has the same meaning as in Schedule A, Chapter 2 of the Final Agreement;

"Members of the Kluane First Nation Band" means persons who are, as of the day 45 days before the first day of the vote, registered Indians of, or are members of, the Indian Act (Canada) Kluane First Nation Band, and for this purpose "registered" has the same meaning as in the Indian Act (Canada).

"Official Enrollment List" means the official enrollment list for Kluane First Nation prepared by the Enrollment Commission pursuant to Chapter 3 of the Final Agreement;

"Official Voters List" means the official voters list prepared by the Ratification Committee pursuant to 4.0 of Schedule A to Chapter 2 of the Final Agreement;

"Ratification Committee" means the Ratification Committee established pursuant to 3.1 of Schedule A to Chapter 2 of the Final Agreement.

2.0 GENERAL

2.1 Ratification of this Agreement by Kluane First Nation in accordance with this schedule shall be considered ratification by all persons eligible to be Citizens.

2.2 Where there is a reference in this schedule to a period of time after or before a specified day the period does not include that day.

2.3 Following discussions with Kluane First Nation, the Ratification Committee shall prepare a budget for the ratification process subject to review and approval by Canada. The approved expenses of the Ratification Committee shall be a charge on Canada.

3.0 INFORMATION CAMPAIGN

3.1 The Ratification Committee shall be responsible for affording eligible voters a reasonable opportunity to review the substance and details of this Agreement through the use of a communications strategy which may include videos, information booklets, community visits, door to door visits and accurate map reproductions.

3.2 Only printed, audio and visual material submitted by the Ratification Committee to, and approved by, the Parties shall be made available, or distributed, to eligible voters by the Ratification Committee pursuant to 3.1. Material submitted by the Ratification Committee to a party shall be considered approved by that party unless the Ratification Committee receives written notice otherwise within 15 calendar days of the material being received by that party.

4.0 VOTING PROCESS

4.1 Only persons whose names appear on the Official Voters List shall be eligible to vote.

4.2 The voting process for ratification of this Agreement shall be the same as that determined for ratification of the Final Agreement pursuant to 6.0 of Schedule A to Chapter 2 of the Final Agreement.

4.3 The vote on the ratification of this Agreement and the vote on the ratification of the Final Agreement shal be combined in a single ratification process which shall consist of a single vote.

4.4 The ballot shall ask the following question:

Do you approve of the Kluane First Nation Final Agreement, the Collateral Agreements, the Kluane First Nation Self-Government Agreement, the dissolution of the Kluane First Nation Band, and the transfer of all of its liabilities and assets including Burwash Landing Reserve No. 1, to Kluane First Nation?

4.5 The appearance and format of the ballot shall be approved by the Parties.

5.0 RATIFICATION OF THIS AGREEMENT BY KLUANE FIRST NATION

5.1 Kluane First Nation shall be considered to have ratified this Agreement if:

5.1.1 a majority of the eligible voters on lists one and two of the Official Voters List, together, cast a ballot approving this Agreement, and

5.1.2 a majority of the eligible voters on lists one and three of the Official Voters List, together, cast a ballot approving this Agreement.

5.2 The Ratification Committee shall, as soon as practical and in any event no later than 7 days after the last day of the vote, or such other period as may be agreed by the Parties on request of the Ratification Committee, tabulate and publish the results of the vote showing:

5.2.1 the total number of persons on each of lists one, two and three of the Official Voters List;

5.2.2 the total number of ballots cast;

5.2.3 the total number of ballots cast by persons on each of lists one, two and three of the Official Voters List;

5.2.4 the total number of ballots cast by persons on lists one and two of the Official Voters List, together, which approve this Agreement, which do not approve this Agreement, which are spoiled and which are rejected; and

5.2.5 the total number of ballots cast by persons on lists one and three of the Official Voters List, together, which approve this Agreement, which do not approve this Agreement, which are spoiled and which are rejected.

5.3 The Ratification Committee shall publish the results of the vote pursuant to 5.2 in the communities in which the Official Voters List was published pursuant to 4.2 of Schedule A to Chapter 2 of the Final Agreement and may publish the results in such other locations as the Ratification Committee determines.

5.4 The Ratification Committee shall prepare and submit to the Parties, within 14 days after publishing the results of the vote, a report setting out the results referred to in 5.2, and the details of the carrying out of the Kluane First Nation ratification process.

5.5 After ratification of this Agreement by Kluane First Nation but prior to signing of this Agreement by the Parties, the chief negotiator on behalf of Canada, the principal negotiator on behalf of the Yukon, and the Kluane First Nation Council on behalf of Kluane First Nation, may agree to minor amendments to this Agreement.

6.0 RATIFICATION OF THIS AGREEMENT BY GOVERNMENT

6.1 This Agreement may be presented by the Yukon Minister with responsibility for land claims to the Executive Council for ratification and by the Minister of Indian Affairs and Northern Development to Cabinet for ratification, prior to ratification by Kluane First Nation, and if not so presented, shall be so presented within three months after the Ratification Committee submits its report pursuant to 5.4 if the results of the vote constitute a ratification of this Agreement by Kluane First Nation.

7.0 SIGNING OF THIS AGREEMENT

7.1 This Agreement shall be signed by representatives of Kluane First Nation, Canada and the Yukon as soon as practical after ratification by the Parties.

7.2 As soon as practicable after the signing of this Agreement, the Yukon Minister with responsibility for land claims and the Minister of Indian Affairs and Northern Development shall sponsor orders-in-council to bring this Agreement into effect.